

**State of New Hampshire
Board of Medicine
Concord, New Hampshire 03301**

In the Matter of:
Eileen C. Golden, M.D.
No.: 11992
(Misconduct Allegations)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of medicine, the New Hampshire Board of Medicine (“Board”) and Eileen C. Golden, M.D. (“Dr. Golden” or “Respondent”), a physician licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 329:17, I, 329:18; RSA 329:18-a; and Medical Administrative Rule (“Med”) 206 and 210, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by physicians. Pursuant to RSA 329:18-a, III, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted Respondent a license to practice medicine in the State of New Hampshire on July 2, 2003. Respondent holds license number 11992. Respondent is Board Certified in Obstetrics and Gynecology and practiced at Catholic Medical Center, in Manchester, NH 03301. She now lives and practices in Hudson, Ohio.
3. On or about April 13, 2005, the Board received notification of a writ filed in Hillsborough County Superior Court on February 14, 2005 relating to Respondent's treatment of Patient A during her labor and delivery.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's treatment and care of Patient A during her labor and delivery on the evening of April 26, 2004 and the early morning hours of April 27, 2004.
5. If a disciplinary hearing were to take place, Hearing Counsel would present the Board with the following evidence to seek to prove conduct in violation of RSA 329:17, VI (d):
 - A. On or about April 26, 2004, Patient A was admitted to Catholic Medical Center in Manchester New Hampshire ("CMC") in order to prepare her for delivery of her child.
 - B. The record documents that on April 27, 2004 at 3:13 a.m., labor was induced with the administration to Patient A of pitocin. Delivery occurred at approximately 5:41 a.m.
 - C. Respondent was the attending physician and was intermittently present with Patient A from 3:30 a.m. until 4:15 a.m. Respondent was continually present from 4:15 a.m. until delivery at 5:41 a.m.
 - D. At 3:53 a.m. the internal fetal scalp electrode produced a tracing showing a range of 60 bpm. Respondent and the labor and delivery nurse believed that the tracing reflected artifact due to the scalp electrode dislodging, not a true fetal heart rate. A fetal heart rate of 60 reflects bradycardia.
 - E. After the internal fetal scalp electrode dislodged, the labor and delivery nurse then used an external monitor to attempt to obtain the fetal heart rate. From

4:00 to 4:07 a.m. an external monitor alarm sounded indicating that the maternal and fetal heart rate were registering at the same rate. Shortly after 4:00 a.m., the labor and delivery nurse listened for the baby's heart rate in an effort to distinguish it from the maternal heart rate and confirm that the external monitor was picking up the fetal heart rate.

- F. At 4:10 a.m. the external monitor documented a clear change in the fetal heart rate baseline compared to before 3:53 a.m.
 - G. At 5:41 a.m. Patient A delivered a male child with a nuchal chord and APGARS rating of one.
 - H. The fetal heart rate was not continuously monitored during the remainder of the labor and delivery.
- 6. The Respondent neither admits nor denies the statements set forth in paragraph 5 above.
 - 7. The Board finds that Respondent committed the acts as described above and that the alleged conduct constitutes misconduct subject to discipline pursuant to RSA 329:17, VI (d), Med 501.02 (h), and *American Medical Association Principles of Medical Ethics, Principle I*.
 - 8. Respondent acknowledges that the Board has made findings as set forth in paragraph 5 and consents to the Board imposing the following discipline pursuant to RSA 329:17, VII:
 - A. Respondent is REPRIMANDED.

- B. Respondent is required to meaningfully participate in an accredited review program for fetal monitoring of approximately two to three days in duration as part of continuing medical education in this area. This program shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within one (1) year from the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion.
- C. Within ten (10) days of the effective date of this agreement, as defined further below, Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services as a physician or work which requires a medical degree and/or medical license or directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials physicians, with which Respondent is presently affiliated.
- D. For a continuing period of one (1) year from the effective date of this agreement, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as a physician or for work in any capacity which requires a medical degree and/or medical license or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials physicians, to which Respondent may apply for any such professional privileges or recognition.

9. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 329:17, VI (d), and a separate and sufficient basis for further disciplinary action by the Board.
10. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
11. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
12. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.
13. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
14. Respondent understands that her action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
15. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this agreement.

16. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this *Settlement Agreement* have prejudiced her right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
17. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
18. Respondent certifies that she has read this document titled *Settlement Agreement*. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, she waives these rights as they pertain to the misconduct described herein.
19. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

FOR RESPONDENT

*N.H. Board of Medicine and Eileen C. Golden, M.D.
Settlement Agreement*

Date: 2/30/04

E. Golden M.D.
Eileen C. Golden, M.D.
Respondent

FOR THE BOARD/*

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: July 11, 2006

Penny Taylor
(Signature)

PENNY TAYLOR
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of Medicine

/* Recused Board Member(s):

Kevin Costin, PA

James Sise, M.D.

